IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.739 OF 2005

M/s J.M.J. Developers (P) Ltd. ... Petitioners

v/s

Sangita alias Komal D. Balani ... Respondent

Mr P.S. Dani for Petitioners.

Mr A.V. Joshi for Respondent.

CORAM : D.K. DESHMUKH J.

DATE : 24TH AUGUST 2005.

P.C. :-

1. By the order impugned, the Trial Court has granted conditional leave to defend the suit in favour of the petitioners. The suit is based on memorandum of understanding. The signature on the memorandum of understanding is not disputed by the defendant. Vague defences are raised that the memorandum of understanding is not enforceable, it is signed under coercion etc. No particulars of the coercion etc. are given. It was submitted before me that the memorandum of understanding has also not been properly stamped, but in the affidavit filed before the Court, no such objection is raised. Merely stating that the memorandum of understanding is unexecutable will not amount to say that it is not properly stamped. I do not see any patent illegality in the order passed by the Court granting conditional leave to defend. The time was granted to the petitioners to deposit the amount by 21st March 2005. This Court by order dated 18th February 2005 granted ad-interim order in terms of prayer clauses (c) and (d) of the petition till 21st March 2005. The interim order was not extended after that date. Since the period for deposit of money is already over, in terms of provisions of Order 37 of C.P.C., the plaintiff is now entitled to a decree. It will therefore not be appropriate for this

Court to interfere with the impugned order at this stage. The petition is therefore rejected.

. Parties to act on the copy of this order duly authenticated by the Sheristedar / Personal Secretary of this Court as true copy.

. Certified copy expedited.